

1 QUINN EMANUEL URQUHART
2 SULLIVAN, LLP
3 Sara R. Miller (Bar No. 348383)
4 saramiller@quinnemanuel.com
5 Nicole Battaglia (Bar No. 350551)
6 nicolebattaglia@quinnemanuel.com
7 865 S Figueroa St.
8 Los Angeles, CA 90017
9 Telephone: (213) 443 3145
10 Facsimile: (213) 443 3100

*Attorneys for Plaintiff
Garv Louis Blank III*

CALIFORNIA DEPARTMENT OF
JUSTICE OFFICE OF THE ATTORNEY
GENERAL
S. Gray Gilmor (Bar No. 344232)
gray.gilmor@doj.ca.gov
Brittany Boiko (Bar No. 328256)
brittany.boiko@doj.ca.gov
600 W Broadway, Ste 1800,
San Diego, CA 92101
Telephone: (619) 738 9214

*Attorneys for Defendant
C. Mohammed*

8 **UNITED STATES DISTRICT COURT**
9 **CENTRAL DISTRICT OF CALIFORNIA**

10 GARY LOUIS BLANK, III,
11 an individual,
12
13 Plaintiffs,
14
15 vs.
16 C. MOHAMMED, an individual,
17
18 Defendant.

Case No. 2:22-CV-05801-CAS-MBK

Assigned to: Hon. Christina A. Snyder
Magistrate Judge: Hon. Michael B.
Kaufman

**STIPULATED
PROTECTIVE ORDER**

Action Filed: August 15, 2022
Trial Date: July 28, 2025

1 **1. GENERAL**

2 1.1 Purposes and Limitations. Discovery in this action is likely to involve
3 production of confidential, proprietary, or private information for which special
4 protection from public disclosure and from use for any purpose other than prosecuting
5 this litigation may be warranted. Accordingly, the parties hereby stipulate to and
6 petition the Court to enter the following Stipulated Protective Order. The parties
7 acknowledge that this Order does not confer blanket protections on all disclosures or
8 responses to discovery and that the protection it affords from public disclosure and
9 use extends only to the limited information or items that are entitled to confidential
10 treatment under the applicable legal principles. The parties further acknowledge, as
11 set forth in Section 12.3, below, that this Stipulated Protective Order does not entitle
12 them to file confidential information under seal; Civil Local Rule 79–5 sets forth the
13 procedures that must be followed and the standards that will be applied when a party
14 seeks permission from the court to file material under seal.

15 1.2 Good Cause Statement. This action is likely to involve materials which
16 concern or relate to Plaintiff’s medical history, the disclosure of which will undermine
17 Plaintiff’s right to privacy. It is also likely to involve materials which concern or
18 relate to processes, operations or work of the California Department of Corrections
19 and Rehabilitation and its employees and agents (collectively “CDCR”), the
20 disclosure of which may have the effect of causing harm or endangering the safety of
21 CDCR staff, inmates, or third persons. Disclosure will also undermine the ability of
22 CDCR to conduct investigations. Such confidential materials and information consist
23 of, among other things, information about confidential informants, prison procedures
24 for investigating use-of-force incidents, prison procedure for investigating inmate
25 grievances, prison procedures for investigating inmates accused of misconduct, and
26 other information that is only available to staff on a need-to-know basis, not provided
27 to inmates, and which may be privileged or otherwise protected from disclosure under
28 state or federal statutes, court rules, case decisions, or common law. Accordingly, to

1 expedite the flow of information, to facilitate the prompt resolution of disputes over
2 confidentiality of discovery materials, to adequately protect information the parties
3 are entitled to keep confidential, to ensure that the parties are permitted reasonably
4 necessary uses of such material in preparation for and in the conduct of trial, to address
5 their handling at the end of the litigation, and serve the ends of justice, a protective
6 order for such information is justified in this matter. It is the intent of the parties that
7 information will not be designated as Confidential or Attorneys' Eyes Only for
8 tactical reasons and that nothing be so designated without a good faith belief that it
9 has been maintained in a confidential, non-public manner, and there is good cause
10 why it should not be part of the public record of this case.

11 **2. DEFINITIONS**

12 2.1 Action: this pending federal lawsuit.

13 2.2 Challenging Party: a Party or Non-Party that challenges the designation
14 of information or items under this Order.

15 2.3 "CONFIDENTIAL" Information or Items: information (regardless of
16 how it is generated, stored or maintained) or tangible things that qualify for protection
17 under Federal Rule of Civil Procedure 26(c), and as specified above in the Good
18 Cause Statement.

19 2.4 "CONFIDENTIAL – ATTORNEYS' EYES ONLY" Information or
20 Items: extremely sensitive information (regardless of how it is generated, stored or
21 maintained) or tangible things that qualify for protection under Federal Rule of Civil
22 Procedure 26(c), and as specified above in the Good Cause Statement, and that
23 disclosure of which to another Party or Non-Party would create a substantial risk of
24 serious harm that could not be avoided by less-restrictive means. Additionally, the
25 information concerns CDCR's internal affairs, investigatory tactics, and third parties
26 which is not provided to inmates for safety and security reasons. Information that is
27 publicly accessible, including on CDCR's websites, or accessible by California Public
28

1 Records Acts requests, will not be given the label “CONFIDENTIAL –
2 ATTORNEYS’ EYES ONLY.”

3 2.5 Counsel: Outside Counsel of Record and House Counsel (as well as their
4 support staff).

5 2.6 Designating Party: a Party or Non-Party that designates information or
6 items that it produces in disclosures or in responses to discovery as
7 “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

8 2.7 Disclosure or Discovery Material: all items or information, regardless of
9 the medium or manner in which it is generated, stored, or maintained (including,
10 among other things, testimony, transcripts, and tangible things), that are produced or
11 generated in disclosures or responses to discovery in this matter.

12 2.8 Expert: a person with specialized knowledge or experience in a matter
13 pertinent to the litigation who has been retained by a Party or its counsel to serve as
14 an expert witness or as a consultant in this Action.

15 2.9 House Counsel: attorneys who are employees of a party to this Action.
16 House Counsel does not include Outside Counsel of Record or any other outside
17 counsel.

18 2.10 Non-Party: any natural person, partnership, corporation, association, or
19 other legal entity not named as a Party to this action.

20 2.11 Outside Counsel of Record: attorneys who are not employees of a party
21 to this Action but are retained to represent or advise a party to this Action and have
22 appeared in this Action on behalf of that party or are affiliated with a law firm that
23 has appeared on behalf of that party, including support staff.

24 2.12 Party: any party to this Action, including all of its officers, directors,
25 employees, consultants, retained experts, and Outside Counsel of Record (and their
26 support staffs).

27 2.13 Producing Party: a Party or Non-Party that produces Disclosure or
28 Discovery Material in this Action.

1 2.14 Professional Vendors: persons or entities that provide litigation support
2 services (e.g., photocopying, videotaping, translating, preparing exhibits or
3 demonstrations, and organizing, storing, or retrieving data in any form or medium)
4 and their employees and subcontractors.

5 2.15 Protected Material: any Disclosure or Discovery Material that is
6 designated as “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES
7 ONLY.”

8 2.16 Receiving Party: a Party that receives Disclosure or Discovery Material
9 from a Producing Party.

10 3. **SCOPE**

11 The protections conferred by this Stipulation and Order cover not only
12 Protected Material (as defined above), but also (1) any information copied or extracted
13 from Protected Material; (2) all copies, excerpts, summaries, or compilations of
14 Protected Material; and (3) any testimony, conversations, or presentations by Parties
15 or their Counsel that might reveal Protected Material.

16 Furthermore, the protections conferred by this Stipulation and Order shall not
17 be construed as requiring any Party to produce materials that are otherwise protected
18 by an applicable privilege, such as the attorney-client privilege, work-product
19 doctrine, or the official-information privilege.

20 Any use of Protected Material at trial shall be governed by the orders of the
21 trial judge. This Order does not govern the use of Protected Material at trial.

22 4. **DURATION**

23 Once a case proceeds to trial, all of the court-filed information to be introduced
24 that was previously designated as confidential or maintained pursuant to this
25 protective order becomes public and will be presumptively available to all members
26 of the public, including the press, unless compelling reasons supported by specific
27 factual findings to proceed otherwise are made to the trial judge in advance of the
28 trial. See Kamakana v. City and Cty. of Honolulu, 447 F.3d 1172, 1180-81 (9th Cir.

1 2006) (distinguishing “good cause” showing for sealing documents produced in
2 discovery from “compelling reasons” standard when merits-related documents are
3 part of court record). Accordingly, the terms of this protective order do not extend
4 beyond the commencement of the trial.

5 If Plaintiff’s counsel withdraws at any point and Plaintiff proceeds *pro se*, all
6 Protected Material shall be returned to Defendants or destroyed. Plaintiff’s counsel
7 shall provide written notification to the Producing Party that the documents have been
8 returned or destroyed within 30 days of withdrawal as counsel.

9 **5. DESIGNATING PROTECTED MATERIAL**

10 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**

11 Each Party or Non-Party that designates information or items for protection under this
12 Order must take care to limit any such designation to specific material that qualifies
13 under the appropriate standards. The Designating Party must designate for protection
14 only those parts of material, documents, items, or oral or written communications that
15 qualify so that other portions of the material, documents, items, or communications
16 for which protection is not warranted are not swept unjustifiably within the ambit of
17 this Order.

18 Mass, indiscriminate, or routinized designations are prohibited. Designations
19 that are shown to be clearly unjustified or that have been made for an improper
20 purpose (e.g., to unnecessarily encumber the case development process or to impose
21 unnecessary expenses and burdens on other parties) may expose the Designating Party
22 to sanctions.

23 If it comes to a Designating Party’s attention that information or items that it
24 designated for protection do not qualify for protection, that Designating Party must
25 promptly notify all other Parties that it is withdrawing the inapplicable designation.

26 **5.2 Manner and Timing of Designations.** Except as otherwise provided in
27 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
28 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection

1 under this Order must be clearly so designated before the material is disclosed or
2 produced.

3 Designation in conformity with this Order requires:

4 (a) for information in documentary form (e.g., paper or electronic
5 documents, but excluding transcripts of depositions or other pretrial or trial
6 proceedings), that the Producing Party affix, at a minimum, the legend
7 “CONFIDENTIAL” or “CONFIDENTIAL– ATTORNEYS’ EYES ONLY”
8 (hereinafter “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” legend), to each
9 page that contains protected material. If only a portion or portions of the material on
10 a page qualifies for protection, the Producing Party also must clearly identify the
11 protected portion(s) (e.g., by making appropriate markings in the margins). A Party or
12 Non-Party that makes original documents available for inspection need not designate
13 them for protection until after the inspecting Party has indicated which documents it
14 would like copied and produced. During the inspection and before the designation,
15 all of the material made available for inspection shall be deemed “CONFIDENTIAL”
16 or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” After the inspecting Party
17 has identified the documents it wants copied and produced, the Producing Party must
18 determine which documents, or portions thereof, qualify for protection under this
19 Order. Then, before producing the specified documents, the Producing Party must
20 affix the “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
21 legend” to each page that contains Protected Material. If only a portion or portions
22 of the material on a page qualifies for protection, the Producing Party also must clearly
23 identify the protected portion(s) (e.g., by making appropriate markings in the
24 margins).

25 (b) for testimony given in depositions that the Designating Party identify the
26 Disclosure or Discovery Material on the record, before the close of the deposition.
27 When it is impractical to identify separately each portion of testimony that is entitled
28 to protection and it appears that substantial portions of the testimony may qualify for

1 protection, the Designating Party may invoke on the record (before the deposition,
2 hearing, or other proceeding is concluded) a right to have up to 14 days to identify the
3 specific portions of the testimony as to which protection is sought and to specify the
4 level of protection being asserted. Only those portions of the testimony that are
5 appropriately designated for protection within the 14 days shall be covered by the
6 provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
7 specify, at the deposition or up to 14 days afterwards if that period is properly invoked,
8 that the entire transcript shall be treated as “CONFIDENTIAL” or “CONFIDENTIAL
9 – ATTORNEYS’ EYES ONLY.”

10 Parties shall give the other parties notice if they reasonably expect a deposition,
11 hearing or other proceeding to include Protected Material so that the other parties can
12 ensure that only authorized individuals who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A) are present at those proceedings. The use of a
14 document as an exhibit at a deposition shall not in any way affect its designation as
15 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

16 Any transcript that is prepared before the expiration of a 14-day period for
17 designation shall be treated during that period as if it had been designated
18 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its
19 entirety unless otherwise agreed. After the expiration of that period, the transcript
20 shall be treated only as actually designated.

21 (c) for information produced in some form other than documentary and for
22 any other tangible items, that the Producing Party affix in a prominent place on the
23 exterior of the container or containers in which the information is stored the legend
24 “CONFIDENTIAL” or “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.” If only
25 a portion or portions of the information warrants protection, the Producing Party, to
26 the extent practicable, shall identify the protected portion(s).

27 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
28 failure to designate qualified information or items does not, standing alone, waive the

1 Designating Party's right to secure protection under this Order for such material.
2 Upon timely correction of a designation, the Receiving Party must make reasonable
3 efforts to assure that the material is treated in accordance with the provisions of this
4 Order.

5 **6. CHALLENGING CONFIDENTIALITY DESIGNATIONS**

6 **6.1 Timing of Challenges.** Any Party or Non-Party may challenge a
7 designation of confidentiality at any time that is consistent with the Court's
8 Scheduling Order.

9 **6.2 Meet and Confer.** The Challenging Party shall initiate the dispute
10 resolution process under Local Rule 37-1, et seq. Any discovery motion must strictly
11 comply with the procedures set forth in Local Rules 37-1, 37-2, and 37-3.

12 **6.3 Burden.** The burden of persuasion in any such challenge proceeding
13 shall be on the Designating Party. Frivolous challenges, and those made for an improper
14 purpose (e.g., to harass or impose unnecessary expenses and burdens on other parties) may expose
15 the Challenging Party to sanctions. Unless the Designating Party has waived or
16 withdrawn the confidentiality designation, all parties shall continue to afford the
17 material in question the level of protection to which it is entitled under the
18 Producing Party's designation until the Court rules on the challenge.

19 **7. ACCESS TO AND USE OF PROTECTED MATERIAL**

20 **7.1 Basic Principles.** A Receiving Party may use Protected Material that is
21 disclosed or produced by another Party or by a Non-Party in connection with this
22 Action only for prosecuting, defending, or attempting to settle this Action. Such
23 Protected Material may be disclosed only to the categories of persons and under the
24 conditions described in this Order. When the Action has been terminated, a Receiving
25 Party must comply with the provisions of section 13 below (FINAL DISPOSITION).

26 Protected Material must be stored and maintained by a Receiving Party at a
27 location and in a secure manner that ensures that access is limited to the persons
28 authorized under this Order.

1 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
2 otherwise ordered by the Court or permitted in writing by the Designating Party, a
3 Receiving Party may disclose any information or item designated
4 “CONFIDENTIAL” only to:

5 (a) the Receiving Party’s Outside Counsel of Record in this Action, as
6 well as employees of said Outside Counsel of Record to whom it is reasonably
7 necessary to disclose the information for this Action;

8 (b) the officers, directors, and employees (including House Counsel) of
9 the Receiving Party to whom disclosure is reasonably necessary for this Action;

10 (c) Experts (as defined in this Order) of the Receiving Party to whom
11 disclosure is reasonably necessary for this Action and who have signed the
12 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

13 (d) the Court and its personnel;

14 (e) court reporters and their staff;

15 (f) professional jury or trial consultants, mock jurors, and Professional
16 Vendors to whom disclosure is reasonably necessary for this Action and who have
17 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (g) the author or recipient of a document containing the information or
19 a custodian or other person who otherwise possessed or knew the information;

20 (h) during their depositions, witnesses, and attorneys for witnesses, in
21 the Action to whom disclosure is reasonably necessary provided: (1) the deposing
22 party requests that the witness sign the form attached as Exhibit A hereto; and (2)
23 they will not be permitted to keep any confidential information unless they sign the
24 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
25 agreed by the Designating Party or ordered by the Court. Pages of transcribed
26 deposition testimony or exhibits to depositions that reveal Protected Material may
27 be separately bound by the court reporter and may not be disclosed to anyone except
28 as permitted under this Stipulated Protective Order; and

1 (i) any mediator or settlement officer, and their supporting personnel,
2 mutually agreed upon by any of the parties engaged in settlement discussions.

3 7.3 Disclosure of “CONFIDENTIAL – ATTORNEYS’ EYES ONLY”
4 Information or Items. Unless otherwise ordered by the Court or permitted in writing
5 by the Designating Party, a Receiving Party may disclose any information or item
6 designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY” only to the
7 recipients listed below under (a)-(g). The Receiving Party as an individual (including,
8 but not limited to, an incarcerated individual) is not permitted to view information or
9 items designated “CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

10 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
11 as employees of said Outside Counsel of Record to whom it is reasonably necessary
12 to disclose the information for this Action;

13 (b) the officers, directors, and employees (including House Counsel) of the
14 Receiving Party to whom disclosure is reasonably necessary for this Action;

15 (c) Experts (as defined in this Order) of the Receiving Party to whom
16 disclosure is reasonably necessary for this Action and who have signed the
17 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

18 (d) the Court and its personnel;

19 (e) court reporters and their staff;

20 (f) professional jury or trial consultants, mock jurors, and Professional
21 Vendors to whom disclosure is reasonably necessary for this Action and who have
22 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

23 (g) the author or recipient of a document containing the information or a
24 custodian or other person who otherwise possessed or knew the information;

25 (h) during their depositions, witnesses, and attorneys for witnesses, in the
26 Action to whom disclosure is reasonably necessary provided: (1) the deposing party
27 requests that the witness sign the form attached as Exhibit A hereto; and (2) they will
28 not be permitted to keep any confidential information unless they sign the

1 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
2 agreed by the Designating Party or ordered by the Court. Pages of transcribed
3 deposition testimony or exhibits to depositions that reveal Protected Material may be
4 separately bound by the court reporter and may not be disclosed to anyone except as
5 permitted under this Stipulated Protective Order; and

6 (i) any mediator or settlement officer, and their supporting personnel,
7 mutually agreed upon by any of the parties engaged in settlement discussions.

8 **8. PROTECTED MATERIAL SUBPOENAED OR ORDERED**
9 **PRODUCED IN OTHER LITIGATION**

10 If a Party is served with a subpoena or a court order issued in other litigation
11 that compels disclosure of any information or items designated in this Action as
12 “CONFIDENTIAL– ATTORNEYS’ EYES ONLY,” that Party must:

13 (a) promptly notify in writing the Designating Party. Such notification shall
14 include a copy of the subpoena or court order;

15 (b) promptly notify in writing the party who caused the subpoena or order to
16 issue in the other litigation that some or all of the material covered by the subpoena
17 or order is subject to this Protective Order. Such notification shall include a copy of
18 this Stipulated Protective Order; and

19 (c) cooperate with respect to all reasonable procedures sought to be pursued
20 by the Designating Party whose Protected Material may be affected.

21 If the Designating Party timely seeks a protective order, the Party served with
22 the subpoena or court order shall not produce any information designated in this action
23 as “CONFIDENTIAL– ATTORNEYS’ EYES ONLY” before a determination by the
24 court from which the subpoena or order issued, unless the Party has obtained the
25 Designating Party’s permission. The Designating Party shall bear the burden and
26 expense of seeking protection in that court of its confidential material and nothing in
27 these provisions should be construed as authorizing or encouraging a Receiving Party
28 in this Action to disobey a lawful directive from another court.

1 **9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE**
2 **PRODUCED IN THIS LITIGATION**

3 (a) The terms of this Order are applicable to information produced by a Non-
4 Party in this Action and designated as “CONFIDENTIAL– ATTORNEYS’ EYES
5 ONLY.” Such information produced by Non-Parties in connection with this litigation
6 is protected by the remedies and relief provided by this Order. Nothing in these
7 provisions should be construed as prohibiting a Non-Party from seeking additional
8 protections.

9 (b) In the event that a Party is required, by a valid discovery request, to
10 produce a Non-Party’s confidential information in its possession, and the Party is
11 subject to an agreement with the Non-Party not to produce the Non-Party’s
12 confidential information, then the Party shall:

13 (1) promptly notify in writing the Requesting Party and the Non-Party that
14 some or all of the information requested is subject to a confidentiality agreement with
15 a Non-Party;

16 (2) promptly provide the Non-Party with a copy of the Stipulated Protective
17 Order in this Action, the relevant discovery request(s), and a reasonably specific
18 description of the information requested; and

19 (3) make the information requested available for inspection by the Non-
20 Party, if requested.

21 (c) If the Non-Party fails to seek a protective order from this Court within
22 14 days of receiving the notice and accompanying information, the Receiving Party
23 may produce the Non-Party’s confidential information responsive to the discovery
24 request. If the Non-Party timely seeks a protective order, the Receiving Party shall
25 not produce any information in its possession or control that is subject to the
26 confidentiality agreement with the Non-Party before a determination by the Court.
27 Absent a court order to the contrary, the Non-Party shall bear the burden and expense
28 of seeking protection in this Court of its Protected Material.

1 10. **UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

2 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
3 Protected Material to any person or in any circumstance not authorized under this
4 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
5 writing the Designating Party of the unauthorized disclosures, (b) use its best efforts
6 to retrieve all unauthorized copies of the Protected Material, (c) inform the person or
7 persons to whom unauthorized disclosures were made of all the terms of this Order,
8 and (d) request such person or persons to execute the “Acknowledgment and
9 Agreement to Be Bound” that is attached hereto as Exhibit A.

10 11. **INADVERTENT PRODUCTION OF PRIVILEGED OR**
11 **OTHERWISE PROTECTED MATERIAL**

12 When a Producing Party gives notice to Receiving Parties that certain
13 inadvertently produced material is subject to a claim of privilege or other protection,
14 the obligations of the Receiving Parties are those set forth in Federal Rule of Civil
15 Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure
16 may be established in an e-discovery order that provides for production without prior
17 privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the
18 parties reach an agreement on the effect of disclosure of a communication or
19 information covered by the attorney-client privilege or work product protection, the
20 parties may incorporate their agreement in the stipulated protective order submitted
21 to the Court.

22 12. **MISCELLANEOUS**

23 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
24 person to seek its modification by the Court in the future.

25 12.2 Right to Assert Other Objections. By stipulating to the entry of this
26 Protective Order, no Party waives any right it otherwise would have to object to
27 disclosing or producing any information or item on any ground not addressed in this
28

1 Stipulated Protective Order. Similarly, no Party waives any right to object on any
2 ground to use in evidence of any of the material covered by this Protective Order.

3 12.3 Filing Protected Material. A Party that seeks to file under seal any
4 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
5 only be filed under seal pursuant to a court order authorizing the sealing of the specific
6 Protected Material at issue; good cause must be shown in the request to file under
7 seal. If a Party's request to file Protected Material under seal is denied by the Court,
8 then the Receiving Party may file the information in the public record unless
9 otherwise instructed by the Court.

10 **13. FINAL DISPOSITION**

11 After the final disposition of this Action, within 60 days of a written request by
12 the Designating Party, each Receiving Party must return all Protected Material to the
13 Producing Party or destroy such material. As used in this subdivision, "all Protected
14 Material" includes all copies, abstracts, compilations, summaries, and any other
15 format reproducing or capturing any of the Protected Material. Whether the Protected
16 Material is returned or destroyed, the Receiving Party must submit a written
17 certification to the Producing Party (and, if not the same person or entity, to the
18 Designating Party) by the 60 day deadline that (1) identifies (by category, where
19 appropriate) all the Protected Material that was returned or destroyed, and (2) affirms
20 that the Receiving Party has not retained any copies, abstracts, compilations,
21 summaries or any other format reproducing or capturing any of the Protected Material.
22 Notwithstanding this provision, counsel are entitled to retain an archival copy of all
23 pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
24 correspondence, deposition and trial exhibits, expert reports, attorney work product,
25 and consultant and expert work product, even if such materials contain Protected
26 Material. Any such archival copies that contain or constitute Protected Material
27 remain subject to this Protective Order as set forth in Section 4 (DURATION).

28 **14. VIOLATION OF ORDER**

1 Any violation of this Order may be punished by any and all appropriate
2 measures including, without limitation, contempt proceedings and/or monetary
3 sanctions.

4 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

5
6 DATED: December 10, 2025

/s/ Nicole Battaglia

QUINN EMANUEL URQUHART &
SULLIVAN, LLP

Sara R. Miller
Nicole Battaglia

Attorneys for Plaintiff Garv Louis Blank III

10 DATED: December 10, 2025

/s/ S. Gray Gilmor

CALIFORNIA DEPARTMENT OF JUSTICE
OFFICE OF THE ATTORNEY GENERAL

S. Gray Gilmor
Brittany Boiko

Attorneys for Defendant C. Mohammed

15 IT IS SO ORDERED.

16 DATED: December 11, 2025



Hon. Michael B. Kaufman
United States Magistrate Judge

ATTESTATION OF E-FILED SIGNATURES

I, Nicole Battaglia, am the ECF user whose ID and password are being used to file this stipulation. In compliance with Local Rule 5-4.3.4, I attest that all signatories are registered CM/ECF filers and have concurred in this filing.

DATED: December 10, 2025 /s/ Nicole Battaglia

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [full name], of _____ [full address], declare under penalty of perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued by the United States District Court for the Central District of California on _____ [date] in the case of _____ [insert case name and number]. I agree to comply with and to be bound by all the terms of this Stipulated Protective Order and I understand and acknowledge that failure to so comply could expose me to sanctions and punishment in the nature of contempt. I will return all discovery information to the Party or attorney from whom I received it. I solemnly promise that I will not disclose in any manner any information or item that is subject to this Stipulated Protective Order to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [full name] of _____ [full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____